

For Sale.

IMPORTANT INTIMATION.

NOW READY.



(PUBLISHED BY AUTHORITY.)

"THE HONGKONG DIRECTORY AND HONG LIST FOR THE FAR EAST," A DIRECTORY AND WORK OF REFERENCE ON ALL IMPORTANT LOCAL SUBJECTS FOR HONGKONG, MACAO, CHINA, JAPAN, THE STRAITS SETTLEMENTS, SIAM, INDO-CHINA, NORTH BORNEO, THE PHILIPPINES, AND COREA, FOR THE YEAR 1893.

PRICE THREE DOLLARS.

THE HONGKONG DIRECTORY has again been enlarged and will be found THE CHEAPEST, MOST COMPLETE, AND MOST RELIABLE WORK OF THE KIND PUBLISHED IN THE FAR EAST.

THE above named work, published at the Office of "THE HONGKONG TELEGRAPH," contains a Directory for the Ports in the large portion of Asia between Penang, in the Straits Settlements, and the Northern Chinese Ports, including Wladivostok, Formosa, the Treaty Ports of China and Japan, Coochin-China, the Philippine Islands, Corea, British North Borneo, the British Colony of Hongkong, and the Portuguese Colony of Macao. It also contains the Principal Treaties between European countries and the United States and the countries East of the Straits, including the Treaties and Conventions between China and Great Britain, France, Germany, Russia, the United States of America, Brazil, Japan, Peru, Spain, and Portugal; together with conditions of Trade, and the Port, Customs, Consular, and Harbour Regulations for the Ports of China and Japan; also descriptions of the various Ports, with the latest Trade Statistics taken from the Reports of the Imperial Maritime Customs and other reliable sources.

The various Governments and Municipal Corporations, and all Public Bodies and Companies, Bankers, Merchants, Consuls, Professional men and other Residents, have supplied the necessary matter, upon forms specially sent for that purpose so as to ensure accuracy. The Naval and Military portions have been taken from the latest published official lists and revised at Headquarters; in fact, no pains have been spared to make "THE HONGKONG DIRECTORY AND HONG LIST FOR THE FAR EAST" a handy and perfectly reliable book of reference for all classes.

In addition to the information enumerated above "THE HONGKONG DIRECTORY AND HONG LIST FOR THE FAR EAST" for 1893 contains a carefully revised

INDEX TO THE ORDINANCES OF HONGKONG; A SPECIAL LIST OF FOREIGNERS employed in Steamers making short voyages from Hongkong;

THE PRIVATE RESIDENCES of the Principal Government Officials, the Leading Merchants, the Foreign Consuls, Professional Men, Justices of the Peace, &c.

A LADIES DIRECTORY FOR HONGKONG, The latest and only reliable

PLAN OF THE CITY OF VICTORIA, showing the proposed Reclamations and all recent additions and improvements, AND

A Mass of interesting information on various subjects, culled from the most trustworthy sources.

THE WINNERS OF ALL IMPORTANT RACES at HONGKONG, SHANGHAI, FOCHOW, and AMOY, with times, and other interesting particulars, carefully compiled from the most reliable sources, make "THE HONGKONG DIRECTORY AND HONG LIST FOR THE FAR EAST," a *valde* *maxim* for all classes of sportsmen.

"THE HONGKONG DIRECTORY AND HONG LIST FOR THE FAR EAST" for 1893 is printed on a superior quality of Paper, and is the best printed and most handsomely bound volume ever published East of the Suez Canal.

"THE HONGKONG DIRECTORY AND HONG LIST FOR THE FAR EAST," in order that it may circulate extensively outside this Colony, is published at a POPULAR PRICE, and can be ordered at this Office, or through any of our Agents at the various Ports, for THREE DOLLARS.

There is not space in the compass of an Ordinary Advertisement to detail all the information introduced into the work, but it may be fairly asserted that no such Directory has ever been published, either in Hongkong or any other part of the East, at such a low price.

"THE HONGKONG DIRECTORY AND HONG LIST FOR THE FAR EAST" offers Special Advantages as an Advertising Medium. It has an extensive circulation in all Ports between Singapore and Newchwang, in the Australasian Colonies, the United States, and the United Kingdom, and the scale of charges has been fixed at an exceptionally low rate. Terms can be learned on application.

Suggestions for the improvement of this work are respectfully solicited.

Orders for COPIES, and for ADVERTISEMENTS may be sent to the Agents at the various Ports, or to the Office of "THE HONGKONG TELEGRAPH" FRANKLIN'S HILL, HONGKONG, Hongkong, 30th January, 1893.

Intimations.

VICTORIA DISPENSARY.

SELECTIONS FROM OUR LIST OF WINES AND SPIRITS.

WE beg to invite careful attention to the following List of WINES & SPIRITS, for we have succeeded in combining purity and excellence of quality with moderate prices.

BRANDY.		Per Bottle.	Per Doz.
OLD PALE COGNAC, O.P.	11	\$1.00	
SUPERIOR OLD COGNAC, V.O.P.	14	1.20	
AN OLD LIQUEUR COGNAC, O.L.	10	1.10	
THE FINEST LIQUEUR COGNAC, 20 years old, V.O.L.	20	1.75	
WHISKY.		Per Bottle.	Per Doz.
SCOTCH—			
Lochaber—A mellow old whisky	8	0.75	
F.O.S.—A blend of the finest whiskies produced in Scotland, matured in Sherry wood	10	1.00	
Liqueur—A very rare old Scotch whisky, Square bottle	18	1.00	
IRISH—John Jameson's	9	0.80	
AMERICAN—Genuine old Bourbon	10	1.00	
GIN.		Per Bottle.	Per Doz.
GENEVA A.V.H.—15 large bottles in case	6	0.50	
KEY BRAND GENEVA—Finest procurable	7	0.60	
OLD TOM	9	0.45	
J. DAKIN, CRICKSHANK & Co., Ltd., Victoria Dispensary, Hongkong, 1st March, 1893.			

WINES AND SPIRITS.

WE invite attention to the following Brands, all of which are excellent quality and good value for the money. The same being specially selected by our London House, and bought direct from the most noted Shippers, are imported in wood and bottled by ourselves, thus enabling us to supply the best goods at moderate prices. In ordering it is only necessary to state the name and quality of Wine or Spirit wanted, and a label letter for quality desired.

Per Case.		Per Bottle.
A. Alto Douro, good quality, Green Capsule	10	\$1.00
B. Vintage, superior quality, Red Capsule	12	1.10
C. Fine Old Vintage, superior quality, Black Seal Capsule	14	1.25
D. Very Fine Old Vintage, extra superior, Violet Capsule (Old Bottled)	18	1.50

SHERRIES.		Per Case.	Per Bottle.
A. Delicate Pale Dry, dinner wine, Green Capsule	6	0.60	
B. Superior Pale Dry, dinner wine, Green Seal Capsule	7.50	0.75	
C. Manzanilla, Pale Natural Sherry, White Capsule	10	1.00	
C.C. Superior Old Dry, Pale Natural Sherry, Red Seal Capsule	10	1.00	
D. Very Superior Old Pale Dry, choice old wine, White Seal Capsule	12	1.10	
E. Extra Superior Old Pale Dry, very fine quality, Black Seal Capsule (Old Bottled)	14	1.25	

CLARETS.		Per Case.	Per Bottle.
A. Superior Breakfast Claret, Red Capsule	4	\$4.50	
B. St. Estephe, Red Capsule	4.50	5.00	
C. St. Julien, Red Capsule	7	7.50	
D. La Rose, Red Capsule	11	12.00	
E. Salnte Foy, Red Capsule	11	5.50	
F. Cusac, Red Capsule	12	8.50	
G. Chateau d'Anglade	12	12.50	
H. Chateau Haut Brion Larivet	17	18.00	
I. Chateau Mouton d'Armailhacq	19	20.00	

HOCKS.		Per Case.	Per Bottle.
Nierstele	12	—	
Hockheimer	12	—	
Rudelsheimer	24	—	

BURGUNDIES.		Per Case.	Per Bottle.
Chablis, white wine	12	—	
Meusaull, superior white wine	16	—	
Volay, very superior red wine	19	30.00	

MADEIRA AND CHAMPAGNES.

BRANDY.		Per Case.	Per Bottle.
A. Hennessy's Old Pale, Red Capsule	13	\$1.20	
B. Superior Very Old Cognac, Red Capsule	15	1.40	
C. Very Old Liqueur Cognac	20	1.75	
D. Hennessy's Finest Very Old Liqueur Cognac, 1872 Vintage, Red Capsule	30	2.50	

WHISKY.		Per Case.	Per Bottle.
SCOTCH.			
A. Thorne's Blend, White Capsule	8	0.75	
B. Watson's Glenochy Mellow Blend, Blue Capsule, with Name and Trade Mark	8	0.75	
C. Watson's Abetoun-Glenlivet, Red Capsule, with Name and Trade Mark	8	0.75	
D. Watson's H.K. D. Blend of the Finest Scotch Malt Whiskies, Violet Capsule	10	1.00	
E. Watson's Very Old Liqueur Scotch Whisky, Gold Capsule	12	1.10	
Daniel Crawford's Finest Very Old Scotch Whisky	10	1.00	

IRISH.		Per Case.	Per Bottle.
A. John Jameson's Old, Green Capsule	8	0.75	
B. John Jameson's Fine Old, Green Capsule	10	1.00	
C. John Jameson's Very Fine Old, Green Capsule	12	1.10	

AMERICAN.		Per Case.	Per Bottle.
Genuine Bourbon Whisky, Fine Old, Red Capsule, with Name and Trade Mark	10	1.00	

GIN.		Per Case.	Per Bottle.
A. Fine Old Tom, White Capsule	4.50	0.40	
B. Fine Unsweetened, White Capsule	4.50	0.40	
C. Fine A. V. H. Geneva	5.50	0.50	

Intimations.

LIQUEURS.

Benedictine, Maraschino, Cherry, Dr. Serravallo's, Chartreuse, Dr. Serravallo's, Bitters, &c.

PRICES ON APPLICATION.

THE HONGKONG DISPENSARY, FRANKLIN'S HILL, A.D. 1893, Hongkong, 19th January, 1893.

NOTICES TO CORRESPONDENTS.

It is requested that all communications relating to Subscriptions, Advertisements, &c., be addressed to the "Manager, Hongkong Telegraph," and not to the Editor.

Letters on Editorial matters to be sent to "The Editor," and not to individual members of the staff.

Communications intended for publication must be accompanied by the name and address of the writer, not necessarily for publication, but as evidence of good faith.

While the columns of the Hongkong Telegraph will always be open for the fair discussion by correspondents of all questions affecting public interests, it must be distinctly understood that the Editor does not in any way hold himself responsible for opinions thus expressed.

TO ANY OF OUR READERS whose appetites are out of gear and require tempting, we can strongly recommend the smoked salmon for samples of which we are indebted to Mr. O. M. Anderson, of No. 23, Lee Yuen Street East.

FROM A CALCUTTA contemporary we observe that Willard's Opera Company commenced a season at the Corinthian Theatre in that city on the 19th ult., with a representation of Collier's "Dorothy." There was a crowded house and the performance was most cordially received. The company still includes, in addition to Mr. Pemberton Willard, Miss Vera Paley and that clever and versatile comedian, Mr. Harry Hall.

At a meeting of the Straits Executive Council on the 22nd ult., every member was present, viz: the Governor, the General Officer Commanding, the Colonial Secretary, the Resident Commissioners of Penang and Malacca, the Attorney-General, and the Colonial Treasurer, the Auditor-General, and the Colonial Engineer. Furthermore—and this the *Free Press* believes to be unprecedented—every one of them was present in his substantive capacity. There was not a single "acting" officer.

The genial Bob Love writes from Manila that Harston's Circus has been doing wonderful business there, performing every night to a crowded tent. The production of the great Water Pantomime fairly paralyzed the natives. Fifty-eight years of water, Mr. Love says, were thrown into the ring in the course of the performance, and the entire pantomime proved an unqualified success. Mr. Harston is an enterprising and liberal caterer for the public amusement, and as his company is a first-class one all round, he thoroughly deserves to be supported.

It is interesting to note that cement manufacture is a paying business in Japan. The Onoda Cement Manufactory in the province of Suwo held its half yearly general meeting of shareholders on the 10th ult., and announced a dividend of 10 per cent per annum. The amount of cement manufactured during the past half year was 18,539 casks. During the last half year, which were left over from the previous half year, the stock amounted to 32,679 casks, of which only 12,000 casks were sold, so that there was still about 20,000 casks left on hand at the beginning of this half year.

We received some days ago from the Hongkong Trading Co. a sample cask of the celebrated "Pabst" beer, manufactured by the Hall and Holtz Co., of Shanghai. This draught beer is by far the best we have yet sampled from the Shanghai Brewery. It is almost clear as amber, has a most pleasant and refreshing bitter taste, and leaves no sleepy feeling after using it. At meals, the bottled beer and stout from it are much cheaper than those imported from home, and are not surprising to learn that they are becoming popular in many longmesses as well as private establishments.

The following paragraph from the *Sydney Bulletin* has a direct bearing on the Hongkong Official Salaries question:—The New South Wales Civil Service is threatened with the patriotic duty of saving the province from bankruptcy. Governor, Judges, Ministers and Members of Parliament, of course, will escape scot-free, because their salaries are paid under various Acts; but the ordinary official is threatened with ruthless retrenchment because he is not a member of the Government. Why should not the official salary be fixed by the Governor's order to the hangman's be liable to annual revision? Yet it is solemnly asserted that there was no class legislation passed, or sought to be passed, prior to the upheaval of the Labour Party!

As will be seen from an advertisement in another column, the London Lyric Company will make their first appearance before a Hongkong audience at the Theatre Royal, City Hall, on Monday week, the 13th inst. This combination is stated to number eighteen first-class artists, who have recently concluded a most successful season in India. The *repertoire* is both extensive and varied, and includes most of the farcical and musical comedies and so-called "Society" plays which have been the rage in London for the past few years. That latest stage sensation, the *Serpentine Dance*, has an accomplished exponent in this company—according to Press criticisms—in the charming Miss Vivienne Dagmar, who is confidently expected to knock all the antique masters of the colony on their heads up to the realm of ecstasy that they may never come down again. The first representation will be the farcical comedy by Amy Steinberg (Mrs. John Douglas), "My Uncle," played with great success at Terry's Theatre, London, and will be under the patronage of His Excellency the Governor and Lady Robinson, and Major-General Digby Barker. The company propose giving four performances weekly, and will probably remain in Hongkong for a month. A plan of the Theatre is now open at Messrs. Kelly and Walsh, Ltd., where seats may be booked.

The globe-trotter, both male and female, is a wonderfully inventive genius. Just listen to this from *Sydney Sunday Times*:—"One of the souvenirs Mrs. James Brown-Potter brought back from her Oriental tour is a sword which was presented to her, dripping with blood, at Canton. It was used by the Chinese executed during Mrs. Potter's stay in Canton, to cut off the heads of nineteen pirates, and though the actress refused a pressing invitation to witness the act of execution, she accepted the weapon as a rare trophy of marauding methods of justice. It hangs above her mantel now, in company with an Australian boomerang and a Turkish scimitar." This puts Marchbanks and Baron Von Heron, and other famous imaginative geniuses, fairly in the back ground. The present writer had the pleasure of being Mrs. Potter's escort through Canton on her visit to that famous city, and it is hardly necessary to say that the Chinese executioner, the nineteen pirates, the dripping sword, etc., are pure romance. The fair lady might truthfully have told of anything but pleasant visit to that lawless den of Ruffians known as the Canton gaol, which was well-nigh being as sensational as the imaginary dripping knife business. By the way, Mrs. Kelly, Beller and Mrs. Potter will probably pass through Hongkong in August or September en route to Calcutta, where they open under Mr. Twining's management in October.

THE Canadian Pacific Railway Co.'s Royal mail steamer *Empress of India* left Yokohama yesterday, for Vancouver.

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THE HONGKONG TELEGRAPH, SATURDAY, MARCH 4, 1893.

TELEGRAMS.

CHINA AND AFGHANISTAN.

LONDON, February 22nd.

TO-NIGHT'S smoking concert in the Theatre Royal, City Hall, is certain to prove enjoyable, an unusually attractive programme having been arranged. Smiling commences at 9.15.

THE P. M. S. S. Co.'s steamer *China*, with mails, &c., from San Francisco to the 14th ult., and Honolulu the 21st, has arrived at Yokohama, and will leave for this port to-morrow morning.

CHIEF JUSTICE Fielding Clarke's judgment in the preliminary issue raised by the defendants in the case of *Fraser-Smith v. The Stewards of the Hongkong Jockey Club*, will be found fully reported in another column.

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A JAPAN contemporary states that the shareholders of the Japan Engineering Company, who had some time ago liquidated the company, but Mr. Tanaka Ichibei, and many other residents of Osaka, propose to continue its working with a capital of yen 200,000. The new firm will be called the Naniwa Engineering Company.

SAYS the Singapore *Free Press* of the 23rd ult.—Cricketers in Singapore and Hongkong will hear with interest that the redoubtable Dr. S. C. G. Fox, who is the best all round cricketer in the Straits, has gone to the wicket—that is, the channel rails—with the partner of his choice, Miss Ethel Tranchell, eldest daughter of Major Tranchell, Superintendent of Prisons, Penang. May the matrimonial linings be a long and prosperous one.

SUPREME COURT.

IN ORIGINAL JURISDICTION.

(Before Chief Justice Fielding Clarke.)

March 3rd.

FRASER-SMITH v. WHITEHEAD AND OTHERS.

(THE JOCKEY CLUB CASE.)

The following is a summary of the arguments which were unable to give in full yesterday owing to want of space:

Mr. Robinson, after referring to the rules, proceeded to contend that they showed evidence of property in the Club, not a mere trust for the public, and he submitted that this was a private institution promoted for the private amusement of the members, in the sport of horse racing. The amusement of the public was a mere accident of the enjoyment of the sport by the members. He contended that the injunction to be applied for was the appropriate remedy and that damages would not meet the case. He said that hitherto all cases in regard to clubs which the Courts had dealt with might be divided into two classes—proprietary and members' clubs. In the first case all the property was outstanding in the hands of some person not a member of the Club. In the second case the property belonged to the members of the Club or was held in trust for them. It was now attempted by the defendants' answer to create a third category, namely, a members' Club possessing property but property subject to a trust for the public. For the plaintiff he submitted that a trust did not exist but that even if one did it was no bar to the jurisdiction. It was admitted by the defendants that there was no express trust. The trust, if any, was what is known to the law as a constructive trust to be implied from the circumstances of the transfer of the Race Fund to the Jockey Club, and from the rules and regulations of the Jockey Club, and also from the terms of its lease. The property might be divided into two classes, that which was derived from the Race Fund and that which was not. At the time of the alleged wrongful expulsion of the plaintiff there was a deposit account of about \$12,000 which was said to be derived from the Race Fund. There was also a current account of about \$4,000 which was said to be derived from the members of the Jockey Club. There was also furniture, and the lease. As a result of the transfer of the Race Fund to the Jockey Club, and from the rules and regulations of the Jockey Club, and also from the terms of its lease. The property might be divided into two classes, that which was derived from the Race Fund and that which was not. At the time of the alleged wrongful expulsion of the plaintiff there was a deposit account of about \$12,000 which was said to be derived from the Race Fund. There was also a current account of about \$4,000 which was said to be derived from the members of the Jockey Club. There was also furniture, and the lease. As a result of the transfer of the Race Fund to the Jockey Club, and from the rules and regulations of the Jockey Club, and also from the terms of its lease. The property might be divided into two classes, that which was derived from the Race Fund and that which was not. At the time of the alleged wrongful expulsion of the plaintiff there was a deposit account of about \$12,000 which was said to be derived from the Race Fund. There was also a current account of about \$4,000 which was said to be derived from the members of the Jockey Club. There was also furniture, and the lease. As a result of the transfer of the Race Fund to the Jockey Club, and from the rules and regulations of the Jockey Club, and also from the terms of its lease. The property might be divided into two classes, that which was derived from the Race Fund and that which was not. At the time of the alleged wrongful expulsion of the plaintiff there was a deposit account of about \$12,000 which was said to be derived from the Race Fund. There was also a current account of about \$4,000 which was said to be derived from the members of the Jockey Club. There was also furniture, and the lease. As a result of the transfer of the Race Fund to the Jockey Club, and from the rules and regulations of the Jockey Club, and also from the terms of its lease. The property might be divided into two classes, that which was derived from the Race Fund and that which was not. At the time of the alleged wrongful expulsion of the plaintiff there was a deposit account of about \$12,000 which was said to be derived from the Race Fund. There was also a current account of about \$4,000 which was said to be derived from the members of the Jockey Club. There was also furniture, and the lease. As a result of the transfer of the Race Fund to the Jockey Club, and from the rules and regulations of the Jockey Club, and also from the terms of its lease. The property might be divided into two classes, that which was derived from the Race Fund and that which was not. At the time of the alleged wrongful expulsion of the plaintiff there was a deposit account of about \$12,000 which was said to

His lordship:—I do not think I need trouble you to reply, Mr. Robinson. I really have no doubt in this case, and that being so I see no reason why I should not give judgment on it at once. The action is one for an injunction against the Stewards of the Hongkong Jockey Club, restraining them from excluding the plaintiff from the benefits of the Club, and with a view to the disposing of the case without going into other matters, the parties have stated two questions for the opinion of the Court. I will give my opinion in favour of the defendants; it would have the effect of stopping the action; if, on the other hand, I decide for the plaintiff, the final result of the discussion in question must be to lead to the trial of other matters.

The two issues arise:—
1.—Had the plaintiff on the 26th September, 1891, such an interest in the property of the Hongkong Jockey Club or in any part of such property as would entitle him to an injunction restraining the defendants from excluding him from the benefits of the Club, assuming him to have been improperly expelled therefrom on that date?

2.—Did the plaintiff, Robert Fraser-Smith, cease under the provisions of Rule 24 of the Hongkong Jockey Club to be a member of that Club from the 30th November, 1891, because of his failure to pay, on or before that date, his subscription for the then current racing year, or was he dispensed from making such tender or payment under the circumstances set out in paragraph two of the Repliation hereto?

Now I will just say a word or two about the second issue first. It really has not been pressed on behalf of the defendants, and it does seem to me that the matter is really not open to argument. The rule in question (24) which is referred to in this issue provides that any member whose subscription for the current year has not been paid by the 30th November ceases to be a member of the Club; but the Stewards may for reasons shown waive the operation of the rule. It is suggested that because the plaintiff did not tender his subscription at the due date, which was after his expulsion, this rule operates against him; but it seems to me quite clear that the notice of expulsion necessarily involved notice that no further subscription would be received from him; and it also seems to me quite clear that the Stewards put it out of the power of the Club to expel him. I need not go into the cases quoted (by plaintiff) concerning contracts, because it is perfectly clear, to my mind at least, if it is a question of waiver, there is sufficient evidence to settle it. It is stated by defendants that these facts are altered by the plaintiff having subsequently—in December, I believe—tendered the amount of his subscription. Both the due date (30th Nov.) and the date of actual tender (15th Dec.) were after the expulsion, out of which the plaintiff's action arises. It is quite clear that the tender in December was made *after* his expulsion, and it is equally clear that the tender suggested the rescinding of this point. But it would make no difference whatever to the plaintiff's position at the date of the ground of action, nor at present. We come to the other issue therefore, (i.e. the first)—was there on the 26th September, 1891, such an interest in the plaintiff in any property as entitled him to ask the Court for protection? The jurisdiction of the Court in this case is perfectly clear. The right to interfere in a question of expulsion depends entirely on whether there is a proprietary interest in the property, vesting in the plaintiff, or in the Club, or in the Club of which he was a member. Has the Club any property, or the enjoyment of which he is deprived by wrongful expulsion? If he is so deprived, then this form of action can be taken. If, on the other hand, there is no such proprietary right in the Club, this sort of action cannot be taken. That distinction was clearly pointed out in the cases dealing with proprietary clubs as distinct from ordinary clubs, where the club itself has no property, but is a talking of social clubs—where the house and furniture and wines belong all to the proprietor, and the members merely pay a subscription for the use of someone else's property; in that case, this action could not be taken. But where the property belongs to the Club, and they take a lease, and buy furniture, and supply wines, etc., then this action could be taken. In the present case it is suggested by the defendants that the Jockey Club has no property, that the members have no beneficial interest in any of the property held by them, that they are merely trustees for the general public, and that being so, the case does not come within that class in which the Court can interfere. Now, of course I do not wish to suggest for a moment that it is not a very proper position, in a certain general sense, for the Stewards of the Jockey Club to assume. Where any private body gets property from the Government on easy terms it is very right of them to consider themselves in a certain sense as trustees for the whole of the community; but what I have to ascertain is—what is their legal position here? Have they got property, or have they not? Not that they consider to be the right course in the way of administration, but whether they actually have property or not. Now, it is suggested that the Jockey Club has property, in several ways—first, that it has a fund of money on deposit, at the bank, and also a sum on current account, which has been treated as Club property, and is Club property. Secondly, they have a lease of land, and own the leasehold; they have also some chattels, purchased by them, and therefore their property. Now, with regard to the fund of money, which has a history of some considerable length. I have been asked to look at the minutes of the old Association which existed for the purpose of racing before the Jockey Club was started; and I have been asked especially to refer to the meeting at which the Jockey Club itself, to decide whether the Club owns any property in this sense. It appears, so far as I can gather, that there was a subscription list, which was renewed every year, for the purpose of providing funds for racing, and that in course of time a surplus accumulated, very far exceeding the current expenses of the year; and whatever surplus there was was carried over to form the nucleus of the fund for the next year. In 1884 this fund, which then amounted to \$10,590, was known as the Race Fund. It had been, of course, gradually accumulating; many of the subscribers to it had left the Colony; but most of the subscribers for that year were present at the meeting. At that meeting a resolution was passed that the balance now standing at credit of the Hongkong Race Fund be handed over to the Hongkong Jockey Club, and all property, movable or immovable, held under it be transferred to the Club. It was treated as "property" at that meeting, and was transferred to the Jockey Club as such. Now it seems to me, whether there were any individual subscribers at that time who might have had a voice in the disposition of the property, certainly at this time it must be treated as the property of the Jockey Club. No doubt public motives did come in, but I cannot see that there is any express public trust. It was dealt with as property which could be handed over to the Jockey Club, and it was handed over, and there was no dissenting voice. It seems to me rather late in the day now to suggest that it is not their property. It is said that the sum on deposit has remained intact until now, and has amounted to \$12,500. Well, that is one item of property. There is also \$440 on current account, which

had nothing to do with the Race Fund, for it has been subscribed since 1884; and I cannot see that it is not property. The matter does not rest there; apart from the chattels, which have been purchased since and independently of the Race Fund, and are therefore in the same category as the current account—there is also the lease received by the Club from the Government. It seems to me to be a very important matter. It is a lease to William Keenick and Thomas Jackson—the only two who assumed the trust; there was another, I am told, but his name does not now appear—trustees of the Jockey Club. The lease describes the land, including the race-course and the present enclosure; it grants to these trustees this land so described, "to have and to hold the said piece or parcel of ground, with all the appurtenances thereto belonging, for a period of 14 years." It is a leasehold estate, granted to the trustees. And then there is a covenant "that the trustees shall not during the co-terminance of this demise allow the premises to be used for any other purpose, and shall provide certain latrine accommodation. It is a covenant restricting the use of the land, but certainly in my mind, as clearly as anything could be conveyed, there was conveyed to the trustees a leasehold interest. Certainly the rent was only one dollar per annum; to my mind that has no bearing whatever on the legal aspect of the case. If the rent had been very much larger it would not have altered the nature of the lease to the trustees. That being so, to my mind, it is quite clear that there is property. Then it is suggested that the members of the Club have no beneficial interest in the property. It seems to me that they have, in several ways. They have the right to use the chattels of the Club. They have the right to use the land, subject to the covenant contained in the lease; and among themselves the very important right is conferred on each member in the Club of racing ponies and of riding ponies at the races. (Extracts from the rules read.) That is the enjoyment of the property of the Club—the leasehold property of the Club. I cannot conceive why it is not a beneficial interest, as is laid down in the cases which come under the Court's jurisdiction. A member of the Club has the right of entry for himself and his family to the premises, under Rule 39. It is not that right of admission is in common with the general right of the public to admission on payment. It seems to me that the enjoyment of the use of the Club premises is the enjoyment of the public receives for admission on payment of certain entrance fees. That distinction was very clearly brought out in the case of Wood against Leadbetter, which has been referred to in the course of the argument, where it appears that such a licence granted by the owners of the premises to one of the public, and that it might be revoked at any time, and that the person remaining after the licence was so revoked was a trespasser. The owner or a person having a beneficial interest in the property, such as a member of the Club, could not be deemed a trespasser, and therefore there is a clear distinction between the use of the Club premises by a member of the Club who is entitled to such use as a right, and their use by a member of the public, who may be entitled by licence for a time, but whose licence is revocable. On these grounds therefore I must decide these issues in the plaintiff's favour.

Mr. Robinson:—I ask for costs of the issues, my lord.

His lordship:—I think you ought to have the costs in any event.

IN SUMMARY JURISDICTION.

(Before Mr. E. J. Acrey, Puisne Judge.)

A MERCANTILE MARINE CASE.

In the suit Amery v. Hutchison, plaintiff sought to obtain \$500, as damages for being wrongfully left behind in Hongkong by the defendant without a proper discharge.

Mr. Denny (Denny and Messop) appeared for the plaintiff, and Mr. Ellis (Wotton and Deacon) for the defendant.

Mr. Denny said:—The plaintiff in this case was lately second officer on board the British steamer *Whampoa*, and the defendant was and is master of the steamer. The plaintiff signed articles, to be discharged at Shanghai, and for four months. Before December, 1892—the steamer was in Hongkong, and the plaintiff then asked the defendant to discharge him. The defendant said he was willing to discharge him, but told him that that being a public holiday it would be necessary to pay a fee in order to get the Harbour Master's office opened. The defendant said that the agents of the steamer were not willing to pay that fee, and suggested to the plaintiff that he should agree to wait for his formal discharge from the ship until the vessel got up to Shanghai. There he would be bound to discharge him. They immediately signed down his discharge. They also arranged that the Captain should do his best to collect for the plaintiff a bonus—a sum of \$50 given every three months to officers on board these vessels and known as "safe navigation money." He received a paper giving him a good character, saying that he was a sober steady man and that he left the ship at his own request. The ship proceeded to Shanghai and from there went on to Japan, and finally returned to Hongkong on about 24th February. On Friday, 24th February, the plaintiff went to the defendant and obtained from him the bonus and asked him for a discharge, and complained that the captain had not given him his discharge as promised, that is to say, within a few days after the 24th of December. He said he had been kept in the Colony all this time without being able to ship again, as he had not a legal discharge. These were the facts. The claim is for \$500, but it is left for your lordship to say what damage has been sustained. I will probably be found to be less than \$500. The claim is put, however, for \$500, as damages caused to the plaintiff by the defendant having wrongfully and wrongfully left plaintiff behind in this Colony without having discharged the plaintiff at the Mercantile Marine Office and without having given to the plaintiff a written certificate of discharge specifying the time and the nature of the plaintiff's employment on his discharge from the *Whampoa* signed by the defendant as provided by the Merchant Shipping Consolidation Ordinance, 1891. I have received notice of special defence by the plaintiff and defendant being plaintiff's lawyers; the plaintiff cannot sue the defendant. I would call your lordship's attention to the law, which is that a seaman—and the plaintiff is a seaman—is unable by law to do anything which can interfere with his rights as regards wages. This claim is in the nature of a wages claim, and the question whether the defendant acquiesced in obtaining an illegal discharge can have nothing whatever to do with this case. My contention is that in this case the whole of the case of providing the plaintiff with legal and proper discharge is thrown upon the master. The whole object of the Merchant Shipping Consolidation Ordinance would be frustrated if the master could turn round afterwards and say the seaman consented to have his discharge in an illegal way. The Ordinance is made for the protection of the seaman and also for the protection of the Colony; for the protection of the seaman so that he may be able to have a proper, legal, and valid discharge, and to prevent the colony being

inundated with seamen unable to obtain employment. As to its being a *bona fide*, I submit there is no question whatever as regards the plaintiff. The plaintiff has not injured anybody or committed any wrong or infringed any right.

His lordship:—I think you had better leave that for Mr. Ellis.

Mr. Denny:—Very well, my lord. Suppose the facts to appear in the way I have stated, it is the plaintiff's absolute duty towards the plaintiff to forward that discharge at once, as soon as he got to Shanghai. He did go to the British Consul at Shanghai, and got the plaintiff signed off the ship, but he should have obtained a proper legal discharge and sent it down to Hongkong. As is the plaintiff has never got his legal discharge up to this date. He will tell your lordship that it is utterly impossible—whatever may be the opinion of the captain—for him to obtain employment on board any other steamer in this colony without getting that discharge.

Walter Amery, the plaintiff, then gave evidence, in the course of which he stated he had not applied to any shipmaster and been refused, because he had no legal discharge, and was refused the evidence of Capt. Hutchison, taken *de bene esse*, was put in and read by the clerk, from which it appeared that the discharge was not sent from Shanghai because of the same oversight. He stated that the fact of the plaintiff not having a discharge would not prevent him from getting another ship. Plaintiff had gone to him on the arrival of the ship here, and offered to say nothing about the matter if a sum of \$50 were paid him. The defendant replied that he would see Messrs. Butterfield and Swire. He did so, and they refused to advance him the money. He thought that no shipmaster would have agreed to ship the plaintiff on the informal discharge given him.

The defendant reminded him that he was not entitled to the bonus as he left before the expiry of three months, but the plaintiff got \$49 of the \$50.

Mr. Ellis, on behalf of his client, submitted that if any *bona fide* had been committed it was with the consent of the plaintiff, and there was really no ground for action on that score. It was purely a matter of arrangement between the plaintiff and the defendant, and as a matter of fact the plaintiff had sustained no damage. In the two instances where he made unsuccessful applications for appointments the fact that he had no formal discharge did not seem to be material and the question of disability had never arisen in fact.

His lordship:—Is there anything in any of the Acts which prevents a man from getting another ship unless he has a discharge from his former ship?

Mr. Denny:—I have not found anything. But the Acts make it imperative that the master should grant a discharge in a particular form issued by the Board of Trade.

His lordship:—This is the question—These two parties agreed that the plaintiff should be discharged in Hongkong, and that the certificate of discharge should be sent down from Shanghai as soon as possible.

Mr. Denny:—Yes; that is really the case.

His lordship:—That certificate has not been sent. Is the master liable for not sending that certificate of discharge, and has the plaintiff sustained any damage by reason of not receiving that certificate?

Mr. Denny:—As I understand it, you say we should simply treat this as a contract with reference to this discharge, and that there has been a breach of contract in not sending it.

His lordship:—He the plaintiff sustained any damage by reason of not receiving that certificate of discharge which the master said he would send?

Mr. Denny:—Well, I submit to you that it is clearly proved and admitted on both sides that there was such a contract that he would send the discharge down from Shanghai, and he committed a breach of contract in consequence of which the plaintiff has been kept in this Colony up to the present time and he does not know how much longer he may be kept.

His lordship:—The question really is—has he been kept here because he did not get that discharge?

Mr. Denny:—I submit he has. He considered he would be guilty of bigamy—to use his own words—if without being discharged from the articles of one ship he put himself down on the articles of another; and it is absolutely essential before he can make any formal application—except to any personal friend—that he should have a formal discharge.

His lordship:—There is nothing in the law which says so.

Mr. Denny:—He also says he has not a discharge since June, 1892, up to the present date. Your lordship must be clearly of opinion he was kept in this Colony at least till the ship's return to get his discharge. Whether he is entitled to remain on any longer may be another question, but he is clearly bound to stay here till he gets his discharge from the master.

His lordship:—Is there anything in the law or regulations saying that the man is bound to wait? You say he is, and the other side says he is not. Is there anything in any law or regulation which says that a man from getting engaged if he has not got a discharge? I have looked through the Merchant Shipping Act and have not found it. Was not the plaintiff bound to do all he could to obtain employment?

After Mr. Denny had addressed the Court for some time, his lordship called his attention to Ordinance 26 of 1891, Section 16; sub-section 8, adding that so far as he could see that was not in the Home Act.

The portion of sub-section is as follows:—"No seaman shall, except by the permission of the Harbour Master, be shipped to do duty on board a British ship or any foreign ship whose flag is not represented by a Consul officer resident in Colony, elsewhere than at the Mercantile Marine Office, and the Superintendent shall require such seaman to lodge with him his certificate of discharge from the last ship, and failing the production of such certificate such seaman shall be bound to give satisfactory explanation to the Harbour Master of the cause of the non-production thereof."

Mr. Denny:—He could not have gone to the Harbour Master and given any satisfactory explanation. That section I suppose is put in that decessaries may not find it easy to get employment on another ship.

His lordship:—But suppose the plaintiff had said to the Harbour Master—"The *Whampoa* came in on the morning of the 24th December and left before the office was open and I could not get a regular discharge, here is the reference my Captain has given me showing I did not desert the Captain; I am ready to give my discharge to you, Shanghai." Do you think the Harbour Master would have refused to allow him to ship on board another vessel?

Mr. Denny:—Certainly, until the discharge came down. The whole object of the Ordinance is to prevent captains and seamen agreeing to this sort of thing, because it is made to protect not only the seamen but also the Colony.

His lordship said he would look up the authorities, and deliver a written judgment.

ANOTHER SHIPWRECK ON THE NATUNA ISLANDS.

A party of shipwrecked sailors consisting of the captain, two mates and crew of seven men arrived in a native boat at Singapore on the 2nd inst. The vessel was a small schooner named *Strath Thum*, and they belonged to the Swedish

brig *Doris* of 28 tons, which was bound from East London to Bangkok under the command of Captain Th. Björk. The ship was in ballast. On the 21st Feb., the vessel was off the Natuna Islands, and there was a nice breeze blowing. They made fair headway until about midnight, when the ship suddenly struck upon an unknown reef. The vessel then commenced to break up, and the crew took to the boats, but were enabled to take with them their clothes and a supply of provisions. The men fortunately landed without any mishap.

The scene of the wreck is about the same spot where the American vessel *R. L. Bellingham* struck. The sailors were kindly treated by the natives, who, however, could not resist the temptation of stealing some of the clothes which the sailors had laid out to dry. After staying on the island about 8 or 9 days they secured a boat from the native headman and embarked for Singapore, where they arrived safely after a voyage of three days. The men were taken to the Sailors' Home where they are now staying. The vessel was insured but not to the full amount, and the Captain, it is understood, will be the chief sufferer.

NOTES FROM CHINESE PAPERS.

His Excellency Ting, the Brigadier-General commanding the Naval Forces at Hoku, Kiangsi, who was attacked by illness some time ago, died on the 2nd day of the first moon. The veteran was over seventy years of age, and the news of his death will be received with regret throughout military circles.

The canals in the salt districts of Tunchow have recently been dredged and deepened. The work of dredging was commenced last winter, and reached its completion near the end of the twelfth moon. The expenses amounted to 10,000 strings of cash, 2,000 strings less than the sum estimated, and borrowed for the purpose from merchants.

On the evening of the first day of the New Year, a thunderstorm accompanied by torrential rain occurred at Foochow. The storm lasted many hours, while the rain did not cease until the third day of the New Year. According to tradition, there will be a long period of rainy weather for the Foochow people, as the thunder storm took place before the fifth period of the twenty-four divisions of the year, and before spring had roused the torpid creatures to motion and life.

A Chinese junk, trading between Wenchow and Foochow, while on a voyage to the latter place was attacked by two piratical craft at Tachow one day during the last moon of the old year. It happened that the crew of the trading vessel were good marksmen and excellent fighters, and when one of the pirate boats closed in on them, they opened a hot and well-directed fire, which the pirates started back. The pirates, who lost five men, three shot and two killed by cutlasses, while three others were captured alive. On inspection the captives were found to have shaved heads, indicating that they were members of the priesthood. The piratical monks were given up to the authorities to be punished.

The *Hupao* correspondent at Hankow writes to the effect that last year a Ninagapan, having raised the necessary capital, went to Hankow and attempted to start a "letter office." The fourteen post-offices already established there desired the newcomer to enter their guild before they would allow him to go into the business. Not being willing to comply with their demand, the stranger started business under the name of a foreign "British merchant." This excited the jealousy of the other post-office people, and in a body they petitioned the officials, and thereupon a complicated litigation began. The matter was then brought before the notice of the British Consul, Mr. Gardner, by the Customs Tactist, who contended that according to law foreigners had no right to start such concerns to take away from the Chinese this source of profit, and requested that the office should be closed. To this the Consul replied that by the law of this country foreigners were permitted to start such concerns, and he was also forbidden, and stated that the Chinese officials might deal with the case according to Chinese law. Thereupon the proprietor of the new office, Yen Pao-ang, was taken into custody and was ordered to erase the characters "*Hing-tung*" besides receiving, as a further punishment, 200 blows on the bamboo; whilst his assistant was locked up for two months. After these events, Yen made overtures to the parties concerned to allow him to do what he pleased, but they refused to do so. He then changed the name of the office. To-day, he wanted the sum of \$1,000 was necessary. As he could only obtain \$500, having evidently reached the end of his resources in consequence of the litigation and other difficulties, he returned to Shanghai. A number of parties in the concern at this juncture tried with difficulty to conduct the business, but they soon were compelled to stop. On dissolving, the partners agreed that if in future any person should go into that business in the name of Yen Pao-ang, such person must make good the damage which they had suffered. There is now a certain Mr. Tai taking charge of that office.

In connection with this, says the *Hupao*, he heard the Shanghai letter office people are trying to establish themselves in that port, and have also gone to law on account of it. If the case should be carried to the British Court it will surely be settled more easily. According to established custom, only a fee of a few dollars is required for getting out a summons, while the expenses and fees, even if lawyers are employed, will not be a burden upon the party in the right. It is stated that the Shanghai Postal Guild has decided upon this line of action.

SIAM NOTES.

BANGKOK, 21st February, 1893.

Fires are again becoming very frequent just now. An attic building near Bangkok was burned to the ground on Saturday night and but for the timely assistance rendered by the neighbors, it might have assumed serious proportions. The Scotch Oriental steamer *Decewong*, on January 31st, off Palo Condore, spoke a junk, 25 days out, with 120 passengers, from Hainan in the Gulf of Siam, short of supplies, and Captain Anderson stopped and supplied the junk with provisions, continuing to grow space up-country. At Muzang Frome a timber merchant was robbed of everything. His servants fled, and the neighbors were afraid to help him.

The death of Khoo Swat is reported. The wife of the late Khoo, who was a native of the province of the west had, sworn to have his life on account of the energy and valor he displayed in putting them down. He was grandson of Sundeth Ong Noi and grand nephew of the late Khoo.

An unfortunate victim of the latest burglary, Noh Sabat, who was most cruelly attacked by the armed gang during the robbery, is now lying in a hospital, slightly recovering from the effects of the attack.

The police have so far succeeded in capturing 112 of the gang, and Chief Inspector Shih has hopes of capturing all of them by the week-end.

Man on the Kaitai Railway. Royal Railway Man: "Ach, val you say, you Englishmen have no experience. Mein Gott, I hat made van line my self." Korat Man: "Come off your perch, you never saw a railway before you left for Siam." R. Man: "Donner and blitzen I hat made 20 kilometers of de-what you call de test's line!" K. Man: "Ah yes, 20 kilometers of tram line!"

A GRAMMIE is being exhibited at the Jacon opposite Mr. Fucco's hotel. She is said to be only 15 years of age and her mother, a puny looking old woman, asserts that her growth in build and size has been phenomenal from the time of her birth. Standing seven feet from the ground with a clumsy, uncouth appearance about her and an unwieldy mass of flesh and bone she bears a striking resemblance to a man. Allegedly she is a veritable giantess and the like of her has never been seen before in this country.

A remarkable demonstration was made the other day on the arrival of Mr. Betge. Many German friends were on the wharf to receive him, Chevalier Keun amongst the number. Mr. Rohm asked the occasion of the arrival to borrow all the German flags possessed by the Naval Department, and proceeded, we hear, to deck up the officers at Saptom. What he ought to have done was to borrow a band, and having taught the R. N. D. officials a general of his own, to have sung them, the illustrious poet conducting with a thermometer or spirit level. This may take place later on.—*Free Press*.

CHEFOO.

(FROM A CORRESPONDENT.)

Chefoo, February 22nd.

The guisance of China New Year is happily over now, with all its disgusting, noisy accompaniments, so revolting to the foreign ear. The harbour was almost devoid of vessels during the late holidays, our only visitor from Shanghai being the steamship *Hanchow*; she happened to ship about half a cargo before the late festivities set in, but had to remain idle while the holiday fun was going on afterwards. She has left since for the south. The steamers *Chefoo* and *Chungking* are to leave to-day, when only the Norwegian liner *Arctic* is scheduled to call on our harbour by way of calling at Ningbo. An "alphabetical" gunboat arrived from Wei-hai-wei to-day.

Our latest communication with Korea has been per Chiao Merchant steamer *Poochi*, from Chemulpo; but as soon as the northern ports shall open, the regular liners from Japan to Tientsin and Newchwang, via Korea, of the enterprising N.Y.K. are to call here again—a very happy and useful arrangement, I am glad to say. It is a great wonder that not enough attention seems to be paid in Shanghai to the development of the Yangtze-Chemulpo line to Newchwang and Korea.

The schools are in full working swing again. I am glad to hear that one of their Shanghai patrons has presented the Girls School with a fine boat for recreation.

I understand that Mr. Goodheart of the I. M. Customs here has received his appointment as Acting Boat Officer for this port, in place of the late Mr. Ottaway.

To return once more to the schooner *Sylphide*, I hear that she was unfortunate enough to experience the late Arctic weather during her trip from Amoy here. She was eighty-five days on her passage, including a call and some stoppage at Nagasaki, where stress of weather and shortness of provisions necessitated her to call; she seems to be a smart little vessel, well suited for China and Japan waters, under ordinary circumstances. I hear she is for sale at the price of \$6,000.

We feel the absence of our little *Lo* steamer *Kuangchi* greatly; she could have kept our communication with Newchwang and Manchuria in generally open very well during the winter, and our little *Chingchi* would have profited by it, but also *Makden* and *Kirin* beyond. I think the *Kuangchi* is nearing a Shanghai home, and is expected back here, soon, fresh for next season's work. I trust she may be the forerunner of several vessels of her type, because she has been so very useful to our local trade in developing our relations with the northern non-treaty ports, especially in opening up the new delta of the Yellow River, swelling the cargoes of the bigger boats, and thus increasing business generally, as a valuable adjunct and feeder of a greater similar service, and as a means therefore becoming a regular benefit all round.

Our hills are white with snow again, and one of the steamers which arrived lately, reports passing through flocks of floating ice between here and Aleutian Island; but I must say that of late we have enjoyed fairly good ordinary winter weather. However, we are longing for the opening of Tientsin and Newchwang, and continue to wonder in the meantime why the authorities are so stupid as not to keep communication open with Chingchi, via Fort Arthur, during the winter, which could be done so easily and cheaply, and would be a much quicker way to reach Newchwang than tramping round all the shoals of the northern gulf, describing nearly three-quarters of a circle.

Despite the winter weather, the more or less slack business time and China New Year, we seem to get through dull days and the hard men right enough; the members of the *Savage Club* will be to the fore again on the 24th inst, with one of their charming entertainments; I hope your co-responder will not fail to render a good account of it, and of himself—*Shanghai Mercury*.

THE INMAN LINE'S GREAT SHIPS.

The general outlines of the plans for the new steamers being built by Cramp & Sons, of Philadelphia, for the Inman Co., have, says the *Baltimore Sun*, been determined upon, and the work of laying the keels and getting out material has commenced. As has already been stated in the *Sun*, there are to be six ships in all. Four of the number are to be somewhat smaller than the *City of New York* and the *City of Paris*, and are to run on the line between New York and Antwerp. Two are to be larger than the *City of Paris* and the *City of New York*, and are to run with these vessels on the New York and Southampton line, making four steamers on each line.

The engines of these new vessels will be their most interesting feature, on account of the great power they are to develop and the high speed they are to give the ships. All the vessels will have twin screws, with the engines in separate water-tight compartments. The smaller ships will have about 27,000 horse-power and are expected to have about the same speed as the *City of Paris* and the *City of New York*. The larger ones are to have about 25,000 horse-power and are expected to be faster than any vessels afloat, including the two new *Canardiers* now being built on the Clyde. All the engines are to be of the vertical, inverted, direct-acting quadruple-expansion type, with a working pressure of 20 pounds of steam to the square inch in the boilers.

Their performance will be watched with much interest for the reason that this will be the first time there has been any effort made to use quadruple expansion in engines of over 1,000

horse-power, and in only one or two instances has it been applied to engines of that power. The advantage of quadruple-expansion engines in saving of fuel, which will amount in these new ships to about ten per cent, will be about 150 tons of fuel, which will be about 150 tons per day. Their fuel consumption is estimated at about 400 tons per day each. The difficulty in applying quadruple-expansion to engines of large power is due to the difficulty of making boilers strong enough to stand the tremendous pressure required. In small vessels, where water-tube boilers can be used, this difficulty can be easily overcome, but there is doubt about the water-tube boilers working well on a large scale, and in the new Inman steamers the ordinary type of Scotch boilers will be used, but they will be of heavier material than has ever been used in boilers before, and will be somewhat less in diameter than those of the large boilers now being built for triple-expansion engines of high power.

In this connection the trial trip and the subsequent cruising of the coast-endeavour vessel *Monterey* will be watched with great interest, for Com. Melville is making in her the first experiment with water-tube boilers in a large vessel. He intends to give her a very severe trial so as to ascertain the efficiency and durability of this type of boilers. If the expectations of her builders are realized, one of the results will probably be a very general adoption of water-tube boilers and quadruple-expansion engines for large vessels.

WHY THE "GREAT EASTERN" FAILED.

Referring to the failure of the *Great Eastern*, which at the time was attributed to her size, in comparison with the success which now attends boats of nearly the same dimensions, the *Marine Review* says: How plain now to naval architects, vessel owners, and in fact everybody possessing even a limited knowledge of the requirements as to power in large steam vessels, is the main cause of failure in the *Great Eastern*. Her power was entirely out of proportion to her great length and other dimensions. The dimensions of the *Great Eastern* were nearly to the size of the *Great Eastern*. The length of the *Great Eastern* was 680 feet, and her horse-power 7600. The new Cunard liner *Campania*, launched a few weeks ago, is 620 feet long, but her horse-power will be 30,000, and it is said that the boat which the White Star Line proposes to build at Belfast will be 700 feet long. It is the difference in power to which attention is called, however, and in this connection the following table, showing dimensions and power of vessels constructed since the *Great Eastern* disappeared, a waiting public thirty-four years ago, will prove interesting:

Name.	Displacement.	Length.	Breadth.	H. P.
<i>Great Eastern</i>	18,500	680	82	7,650
<i>Arctic</i>	18,750	455	46	5,500
<i>Albatross</i>	18,800	500	50	10,500
<i>City of Rome</i>	18,800	546	51	11,800
<i>Umbria</i>	18,800	507.5	57.2	14,331
<i>City of Paris</i>	18,800	500	63	20,605
<i>Trenton</i>	18,800	500	57.5	13,000
<i>Norman</i>	18,800	520	57.5	10,352
<i>Faust Bismarck</i>	18,800	502.5	57.5	16,412
<i>Campania</i>	18,800	620	65.3	30,000

WHY IS IT?

Why is it that death should come before the allotted age of "three score and ten," and why do so many millions of human beings never live to three score and five, and why that not one in every thousand live to three score years? We will ourselves. Many interesting particulars are found in tables of physiologists and writers on hygiene. The eminent physiologists, Haller and Buffon, present interesting particulars on the subject of longevity. They treat it in two ways, historical and physical. The historical side of the recitation of all facts, known of the naturally ordinary and extreme duration of life and the physical aspect of the problem involves the contemplation of the great natural phases of development of the species, digestion, period of growth and length of life.

Mankind pays too little attention to the warning voice of nature; signs of approaching calamity are unheeded, the disorganization of the affected organ increases and after a time it becomes insensible, then no pain is felt, and the sufferer is deluded into the belief that he has shaken off the disease; nothing could be more erroneous or dangerous, for the complaint has only passed on one further stage towards the end and nature ceases to send those warning aches and pains as they were unnoted when sent,

Today's Advertisements.

HONGKONG SMOKING CONCERT CLUB.

NOTICE TO MEMBERS.

THE NEXT CONCERT will be held THIS EVENING, March 4th, at 8.15 P.M., in the Theatre Royal—Major H. FAITHFULL, Hongkong Regiment, in the Chair. Members are reminded that they MUST show Membership Tickets at the door.

JAMES A. LOWSON,
Hon. Sec.
Hongkong, 4th March, 1893. [285]

THEATRE ROYAL.

GRAND ENGLISH COMEDY SEASON.

Under the Distinguished Patronage of His Excellency the Governor
Sir WILLIAM ROBINSON, K.C.M.G.,
LADY ROBINSON, Family and Suite,
His Excellency Major-General BARKER, C.B.

MONDAY, 13th March, 1893.
First appearance in Hongkong of the
LONDON LYRIC COMPANY.

18 ARTISTS 18.
Proprietors..... F. BRETT HARDY and J. SAVILLE SMITH.
Director..... J. SAVILLE SMITH.

Acknowledged the best Company that has ever visited the East.

REPERTOIRE OF OVER 20 PIECES.
Comprising the newest and most successful London productions.

CHANGE OF PLAY NIGHTLY.
4 PERFORMANCES WEEKLY.

Commencing MONDAY, 13th March,
"MY UNCLE."

Farical Comedy in 3 Acts, from Terry's Theatre, London.

Concluding with the Newest World Wide Sensation.

"THE SERPENTINE DANCE."

POPULAR PRICES:
Dress Circle and Stalls 2s.
Back Seats 1s.

Books of Eight Tickets.....\$13.

Box Plan at Messrs. KELLY & WALSH, LD.

Doors Open at 8.30. Commence at 9.

S. GENESE, Business Manager.
Hongkong, 4th March, 1893. [295]

FOR SALE.

THE Property and Establishment known as the PNEUMATIC RICE MILL, situated at CHOLAN near SAIGON. The Engines are very powerful and with the Boilers, are almost new. The Land and Buildings are extensive and the situation most favourable.

For information apply by letter to
WM. G. HALE & Co.
Saigon, 8th February, 1893. [296]

A. E. SKEELS & Co.,

Telegraphic Address "SOBRINOS," Hongkong,
(A.B.C. Code 4th Edition).

AUCTIONEERS, VALUERS & COMMISSION MERCHANTS.

No. 17, PRAYA CENTRAL,
Under Messrs. Douglas Laiprak & Co.'s Offices.
Hongkong, 31st January, 1893. [170]

PUBLIC AUCTION

USEFUL HOUSEHOLD FURNITURE.

MESSRS. A. E. SKEELS & Co., have been favored with instructions to Sell by PUBLIC AUCTION

ON

THURSDAY next, the 5th March, 1893,

at their

SALES ROOMS, 17, PRAYA CENTRAL,

commencing at 2.30 P.M. Sharp.

A LARGE QUANTITY OF

USEFUL HOUSEHOLD FURNITURE,

3 COTTAGE PIANOS, &c., &c.

Comprising—

DRAWING, DINING, and BED ROOM

SUITES, OVERMANTLES, BOOK CASES,

SIDEBOARDS, DINNER WAGGONS, DIN-

ING TABLES and CHAIRS, DRESSING

TABLES, MARBLE TOP and other TABLES,

DOUBLE and SINGLE BEDSTEPS, IRON

BEDSTEPS, WIRE and HAIR MAT-

TRASSES, DINNER SETS, TEA SETS,

DESSERT SETS, ELECTRO PLATE, GLASS

WARE, TOILET WARE, CUTLERY, COOK-

ING STOVES and RANGES, SOOCHOW

BATHS, &c., &c., &c.

On view on Wednesday and Thursday A.M.

Terms of Sale.—Cash on delivery.

WEEKLY AUCTION

SATURDAY next, the 11th March, 1893,
AT 11 SHARP.

WINES, PROVISIONS, CIGARS,
NEW PATENT RIFLE with ACCESSO-

RIES, AMMUNITION, &c. by "MARLIN,"

NEW WINCHESTER REVOLVER, with

CARTRIDGES,
BICYCLES, TRICYCLES, and SUNDRIES.
See Expresses.

SPECIAL NOTICE.

THE "HONGKONG TELEGRAPH" will be on sale at the Hongkong and Victoria Hotels, opposite the Hongkong Club, and at Pedder's Wharf, EVERY EVENING from 5.30 to 7.30 o'clock.

PRICE.....TEN CENTS.
Copies ordered from the Office will be charged the usual rate—25 cents.

Advertisers are reminded that the Hongkong Telegraph has by far the largest circulation of any English newspaper published in the Far East. THIS IS GUARANTEED. Terms on application.

Hongkong, 14th October, 1891.

Today's Advertisements.

CANADIAN PACIFIC RAILWAY COMPANY'S ROYAL MAIL STEAMSHIP LINE.

ALTERATION IN SALOON RATES.

UNTIL further notice FIRST CLASS RATES to undermentioned Ports will be as follows—

FROM HONGKONG TO

PACIFIC COAST PORTS.....\$250

CHICAGO.....\$329

MONTREAL, BOSTON and NEW YORK.....\$360

LIVERPOOL or LONDON.....\$380

To other Ports *pro rata*.

SECOND SALOON RATES ABOLISHED.

E. HOLLOWAY,
General Agent.

Hongkong, 4th March, 1893 [297]

IN THE MATTER OF ORDINANCE No. 2 OF 1892,

AND

IN THE MATTER OF THE PETITION OF PAUL DE SUSINI, OF No. 6, RUE DE SPAZ, PARIS,

IN THE REPUBLIC OF FRANCE, DOCTOR OF

MEDICINE, FOR LETTERS PATENT FOR THE

EXCLUSIVE USE WITHIN THE COLONY OF

HONGKONG OF AN INVENTION FOR "A

"MOTOR ENGINE WORKED BY ETHER

"VAPOUR OR OTHER VOLATILE FLUID IN

"COMBINATION WITH A STEAM ENGINE."

NOTICE is hereby given that the PETITION, SPECIFICATION, and DECLARATION required by the above Ordinance have been duly filed in the Office of the Colonial Secretary of Hongkong, and that it is the intention of the said PAUL DE SUSINI, by HENRY LARDNER DENNY, his duly authorized Agent and Attorney, to apply at the Sitting of the Executive Council hereinafter mentioned for LETTERS PATENT for the exclusive use within the said Colony of Hongkong of the above named Invention.

And notice is also hereby given that a Sitting of the Executive Council, before whom the matter of the said Petition will come for decision, will be held in the Council Chamber at the Government Offices, Victoria, Hongkong, on WEDNESDAY, the 15th day of March, 1893, at 11 A.M.

DENNY & MOSSOP,
Solicitors,
64, Queen's Road Central.

Dated the 3rd day of March, 1893. [298]

IN THE MATTER OF ORDINANCE No. 2 OF 1892,

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EXCLUSIVE USE WITHIN THE COLONY OF

HONGKONG OF AN INVENTION FOR

"IMPROVEMENTS IN MOTOR ENGINES

"WORKED BY ETHER VAPOUR OR OTHER

"VOLATILE FLUIDS IN COMBINATION WITH

"A GAS MOTOR ENGINE FOR THE UTILIZA-

"TION OF THE WASTE HEAT THEREOF."

NOTICE is hereby given that the PETITION, SPECIFICATION, and DECLARATION required by the above Ordinance have been duly filed in the Office of the Colonial Secretary of Hongkong, and that it is the intention of the said PAUL DE SUSINI, by HENRY LARDNER DENNY, his duly authorized Agent and Attorney, to apply at the Sitting of the Executive Council hereinafter mentioned for LETTERS PATENT for the exclusive use within the said Colony of Hongkong of the above named Invention.

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DENNY & MOSSOP,
Solicitors,
64, Queen's Road Central.

Dated the 3rd day of March, 1893. [300]

THE IMPERIAL CHINESE TELEGRAPH ADMINISTRATION.

JUNCTION

BETWEEN

THE CHINESE LINES AND THE

RUSSIAN LINES.

JUNCTION between the CHINESE LINES and the RUSSIAN LINES having been established at TWO PLACES, namely at HUNCHUN and at HELAMPONG, telegrams are now accepted at all CHINESE STATIONS for transmission via the said junctions at the following rates per word—

To EUROPE (Russia excepted) \$2.00

To RUSSIA in Europe.....\$1.12

To RUSSIA in Asia.....\$0.88

To AMERICA \$2.00 plus the rate from Europe to America.

To OTHER PLACES can be ascertained on application.

Telegrams should be directed "via RUMBO-CHINESE, landlines or HELAMPONG" which direction is transmitted free of charge.

The above rates are per SINGLE WORD and there is no restriction, that the sender shall pay for a certain minimum number of words.

There is no extra charge.

SHENG HUNG-SHUN,
Director-General, Tientsin.

O. MÖLLER,
Traffic Superintendent, Shanghai.

WAN CHUNG ZEN,
Manager, Hongkong.

Hongkong, 4th March, 1893. [301]

Intimations.

W. BREWER.

HAVE JUST RECEIVED

NEW ASSORTMENT OF
GENTS MOROCCO LEATHER BOOTS AND SHOES.
GENTS BROWN LEATHER BOOTS AND SHOES.
GENTS PATENT LEATHER SHOES.
GENTS DANCING PUMPS.
GENTS TENNIS SHOES.

WHITAKER'S ALMANACKS.
MARINE ENGINEERS ANNUAL and ALMANACK.
ENGINEERS GAZETTE ANNUAL.
CALVERT ALMANACK.
NAUTICAL ALMANACK, &c.

NEW PATENT COPYING PRESSES.

NEW PATENT PLAQUES for WALL DECORATION.

W. BREWER,
UNDER HONGKONG HOTEL.

Hongkong, 20th February, 1893.

CARMICHAEL & Co., LD.

RAIN COATS & UMBRELLAS.

BUCKSKIN LEGGINGS.

PORPOISE-HIDE WATERPROOF BOOTS.

RACE GLASSES WITH SLING CASES.

CARMICHAEL & CO., LTD.
18, PRAYA CENTRAL, HONGKONG.

Hongkong, 20th February, 1893. [32]



Follet's Syrup is sold in nearly all the pharmacies of all countries, and is prepared by the Firm of L. Follet, 19, rue Jacob, Paris, who obtained the highest recompense, gold medal, at the International Exhibition of Sydney, Amsterdam, Paris, &c.

Agents in Hongkong—
A. S. WATSON & Co., Ltd. DAKIN BROS. OF CHINA, Ltd.

TO-BEWARE-OF COUNTERFEITING.

ORIZA-POWDER

Rice Flower

MATCHLESS, FRESHNESS AND PERFUME

L. LEGGAND'S

ORIZA PERFUMERY

Inventor of the GENUINE and acedified preparation ORIZA-OIL

11, Place de la Madeleine, Paris

TO BE HAD OF ALL TRUSTWORTHY FIRMS

LEVY HERMANOS.

JEWELLERY, DIAMONDS, WATCH, CHRONOMETER & CLOCKMAKERS.

Sole Agents for PARIS, PHILIPPE & Co. Geneva. A great variety in Fancy Goods and Optical Instruments.

10, QUEEN'S-ROAD CENTRAL, Opposite the Telegraph Office.

G. FALCONER & CO.

WATCHES and CHRONOMETER MANUFACTURERS and JEWELLERS.

NAUTICAL INSTRUMENTS, CHARTS and BOOKS.

No. 48, Queen's Road Central. [163]

CHS. J. GAUPP & CO.

CHRONOMETER, WATCH, and CLOCKMAKERS, JEWELLERS, SILVERSMITHS, and OPTICIANS.

CHARTS and BOOKS.

NAUTICAL INSTRUMENTS.

Sole Agents for Louis Adamant Watches awarded the highest Prize at every Exhibition; and for Volkmann and Sohn's CELEBRATED OPERA GLASSES, MARINE GLASSES and SPYGLASSES.

No. 8, Queen's Road Central. [163]

HONGKONG TIMBER YARD, WANCHAI.

OREGON PINE, SPARS and LUMBER Always on Hand.

L. MALLORY,
Hongkong, 24th June, 1881. [166]

Hotels.

WINDSOR HOTEL.

(In Commercial Buildings),
QUEEN'S ROAD, HONGKONG.

THE Private Hotel heretofore carried on in WINDSOR HOUSE has now been removed to CONNAUGHT HOUSE.

Cuisine under European management. Each Bed-room has its own Bath-room, Hot and Cold water. Passenger Elevator to all Floors.

Charges from \$3 per day upwards.

Special Rates for Families or Permanent Boarders. Offices and Rooms to let Unfurnished, and Rooms with or without Board, by day or month. Apply at the Office, No. 37, 3rd Floor.

Hongkong, 23rd August, 1892. [125]

THE SHAMEN HOTEL.

BRITISH CONCESSION, CANTON.

THIS FIRST CLASS HOTEL, admirably situated within a few minutes walk of the River Steamer Wharves, is now open to receive Visitors.

The Bed-rooms are cool, airy and comfortably furnished, and the spacious Dining Room, Sitting Rooms, and accommodation generally will be found equal to the best Hotels in the Far East.

This Table D'Hôte is supplied with every luxury in season, and the cuisine is in expert hands.

Wines, Spirits, Malt Liquors, &c., of the best quality only.

A WELL APPOINTED BILLIARD ROOM.

At the F. de SOZARIO,
Manager.

Hongkong, 1st September, 1892. [127]

Intimations.

Auctions.

GOVERNMENT NOTIFICATION.

THE following Particulars and Conditions of Sale of Crown Land, by Public Auction, to be held on the spot, on

MONDAY,

the 6th day of March, 1893, at 4 P.M., are published for general information.

By Command,
G. T. M. O'BRIEN,
Colonial Secretary.

Colonial Secretary's Office,
Hongkong, 16th February, 1893. [274]

Particulars and Conditions of the letting by Public Auction Sale, to be held on Monday, the 6th day of March, 1893, at 4 P.M., by Order of His Excellency the Governor, of Nine Lots of CROWN LAND, in the Colony of Hongkong, for a term of 75 years.

PARTICULARS OF THE LOTS.

No. of Lot	Locality	Boundary Measurements	Area in Acres	Annual Rent	Use
1	Hongkong (North of Victoria)	50 50 15 15	750 26	375	
2	"	"	750 18	263	
3	"	"	750 18	263	
4	"	"	750 18	263	
5	"	"	750 18	263	
6	"	"	750 18	263	
7	"	"	750 18	263	
8	"	"	750 18	263	
9	"	"	750 18	263	

For Sale.

EX P. & O. STEAMER "MANILA."